

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM500688

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST
SEQUENCE:	2

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
CROWN IRON WORKS COMPANY		11/15/2018	Corporation: DELAWARE
CPM ACQUISITION CORP.		11/15/2018	Corporation: DELAWARE
CPM WOLVERINE PROCTOR, LLC		11/15/2018	Limited Liability Company: DELAWARE

RECEIVING PARTY DATA

Name:	JEFFERIES FINANCE LLC, as Collateral Agent
Street Address:	520 Madison Ave., 16th Fl
City:	New York
State/Country:	NEW YORK
Postal Code:	10022
Entity Type:	Limited Liability Company: DELAWARE

PROPERTY NUMBERS Total: 10

Property Type	Number	Word Mark
Registration Number:	2725033	HULLOOSENATOR
Registration Number:	2168464	CROWN EST. 1878
Registration Number:	3720160	HIPLEX
Registration Number:	1101965	COM-PAK
Registration Number:	0657725	CPM
Registration Number:	654465	JETZONE
Registration Number:	1244130	PROCTOR
Registration Number:	765424	PROCTOR
Registration Number:	1546083	R
Registration Number:	1546084	R ROSKAMP

CORRESPONDENCE DATA

Fax Number: 2028357586

Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent using a fax number, if provided; if that is unsuccessful, it will be sent via US Mail.

Phone: 202-835-7500

TRADEMARK

Email: dcip@milbank.com
Correspondent Name: Javier J. Ramos
Address Line 1: 1850 K Street, NW, Suite 1100
Address Line 2: Milbank, Tweed, Hadley & McCloy, LLP
Address Line 4: Washington, D.C. 20006

ATTORNEY DOCKET NUMBER: 32643.04400

NAME OF SUBMITTER: Javier J. Ramos

SIGNATURE: /Javier J. Ramos/

DATE SIGNED: 12/04/2018

Total Attachments: 5

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SECOND LIEN TRADEMARK SECURITY AGREEMENT

(Trademarks)

SECOND LIEN TRADEMARK SECURITY AGREEMENT, dated as of November 15, 2018, between **CROWN IRON WORKS COMPANY**, a Delaware corporation, **CPM ACQUISITION CORP.**, a Delaware corporation, **CPM WOLVERINE PROCTOR, LLC**, a Delaware limited liability company (the “*Grantors*”, and each a “*Grantor*”), and JEFFERIES FINANCE LLC, as Collateral Agent (the “*Trademark Security Agreement*”).

WHEREAS, CPM HOLDINGS, INC., a Delaware corporation (as successor by merger to ASP CPM MERGER SUB, INC.), as a borrower (the “*Borrower Representative*”) and CPM ACQUISITION CORP., a Delaware corporation, as a borrower (“*CPM Acquisition*” and together with the Borrower Representative, the “*Borrowers*”), ASP CPM INTERMEDIATE HOLDINGS, INC., a Delaware corporation (“*Holdings*”), certain Subsidiaries party thereto from time to time, the Lenders party thereto and JEFFERIES FINANCE LLC (“*Jefferies*”), as Collateral Agent and Administrative Agent, are parties to a Second Lien Credit Agreement, dated as of the date hereof (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the “*Credit Agreement*”);

WHEREAS, pursuant to (i) a Second Lien Security Agreement, dated as of the date hereof (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the “*Security Agreement*”), among the Borrowers, the Guarantors party thereto and Jefferies, as Collateral Agent for the Secured Parties referred to therein (in such capacity, together with its successors in such capacity, the “*Grantee*”), and (ii) certain other Security Documents (including this Trademark Security Agreement), each Grantor secures the Secured Obligations by granting to the Grantee for the benefit of such Secured Parties a continuing security interest in the Trademark Collateral (as defined below) of each Grantor, only to the extent such Trademark Collateral arises under applicable laws of the United States or any State thereof; and

WHEREAS, terms defined in the Security Agreement (or whose definitions are incorporated by reference in Section 1 of the Security Agreement) and not otherwise defined herein have, as used herein, the respective meanings provided for therein;

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, subject to and upon the terms and conditions contained in the Security Agreement, each Grantor hereby grants to the Grantee, to secure the Secured Obligations, a continuing security interest in all of each Grantor’s right, title and interest in, to and under the following (all of the following items or types of property being herein collectively referred to as the “*Trademark Collateral*”), whether now owned or existing or hereafter acquired or arising:

(i) each United States Trademark constituting Recordable Intellectual Property owned by each Grantor, including, without limitation, each Trademark registration and application referred to in Schedule 1 hereto, and all of the goodwill of the business connected with the use of, or symbolized by, each Trademark; and

(ii) all Proceeds of and revenues from the foregoing;

provided that, notwithstanding anything herein to the contrary, in no event shall the Trademark Collateral include any Excluded Assets (such as any “intent-to-use” (or similar) trademark applications

prior to the filing of a "Statement of Use", "Amendment to Allege Use" or similar filing with respect thereto, to the extent, if any, that, and solely during the period, if any, in which the grant of a security interest therein may impair the validity or enforceability of such intent-to-use trademark application, or any registration issuing therefrom, under applicable law).

THE PARTIES HERETO AUTHORIZE AND REQUEST THAT THE COMMISSIONER OF TRADEMARKS OF THE UNITED STATES RECORD THIS SECURITY INTEREST IN THE TRADEMARK COLLATERAL.

Upon any termination or release of the Trademark Collateral pursuant to the Security Agreement, the Collateral Agent shall, at the expense of the relevant Grantor, promptly execute and deliver to such Grantor all UCC termination statements, releases of all Intellectual Property, and similar documents reasonably satisfactory to Grantor and take such other actions (including, without limitation, making of all filings) as such Grantor shall reasonably request in writing to evidence such termination or release of the Trademark Collateral.

The foregoing security interest is granted in conjunction with the security interests granted by each Grantor to the Grantee pursuant to the Security Agreement. Each Grantor acknowledges and affirms that the rights and remedies of the Grantee with respect to the security interest in the Trademark Collateral granted hereby are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein. In the event of any conflict between the provisions of this Trademark Security Agreement and the provisions of the Security Agreement, the provisions of the Security Agreement shall govern.

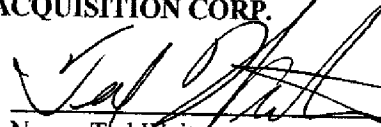
The parties hereto acknowledge and agree that this Trademark Security Agreement shall be construed in accordance with and governed by the laws of the State of New York.

[Signature Pages Follow]

IN WITNESS WHEREOF, each Grantor has caused this Trademark Security Agreement to be duly executed by its officer thereunto duly authorized as of the date first written above.

**CROWN IRON WORKS COMPANY
CPM ACQUISITION CORP.**

By: _____



Name: Ted Waitman

Title: President and Chief Executive Officer

CPM WOLVERINE PROCTOR, LLC

By: _____



Name: Ted Waitman

Title: Sole Manager

[Project Crush - Signature Page to Second Lien Trademark Agreement]

TRADEMARK

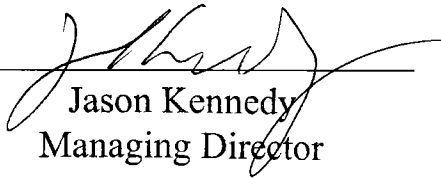
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Acknowledged:

JEFFERIES FINANCE LLC,
as Collateral Agent,

By:

Name:
Title:






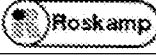

Jason Kennedy
Managing Director

[Project Crush - Signature Page to Second Lien Trademark Agreement]

TRADEMARK
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**Schedule 1
to Trademark Security Agreement**

UNITED STATES REGISTERED TRADEMARKS

REGISTRATION NUMBER	TRADEMARK	RECORD OWNER
2725033	HULLOOSENATOR	Crown Iron Works Company
2168464		Crown Iron Works Company
3720160	HIPLEX	Crown Iron Works Company
1101965	COM-PAK	CPM Wolverine Proctor, LLC
0657725		CPM Acquisition Corp.
3409308	JET ZONE	CPM Wolverine Proctor, LLC
654465	JETZONE	CPM Wolverine Proctor, LLC
3427023	PROCTOR	CPM Wolverine Proctor, LLC
1244130	PROCTOR	CPM Wolverine Proctor, LLC
3409307		CPM Wolverine Proctor, LLC
765424		CPM Wolverine Proctor, LLC [in process with respect to CPM Wolverine Proctor Limited]
1546083		CPM Acquisition Corp.
1546084		CPM Acquisition Corp.
3398655	WOLVERINE PROCTOR	CPM Wolverine Proctor, LLC